This instrument was prepared by DYNAMIC CREDIT ENION

9809 W. SSTH STREET, COUNTRYSIDE, IL 60525

0EPT-01 RECORDING T#001+ TRAN 5307 05/29/96 45:26:80 #5327 # 14 #-96-405480 COOK COUNTY RECORDER

MORTGAGE

| | 0, | |
|---|--|--|
| THIS MORTGAGE is man 19 96. between the Mo TENANCY | intgage: JAZOB J. BULLTHULS AND therein Barroke:). | and the Mondagee. DYNAMIC CREDIT UNION organized and |
| existing under the laws of whose address is 9809 | THE STATE OF THE INDIS | 16. 60525 - (herein "Lender"). |
| 4110 | ingepted to Lender in the principal cord of enced by Borrower's note datad oviding for monthly installments of principal AAY 3, 2000 | ANY 3, 1996 and extensions and renewals MAY 3, 1996 and interest, with the balance of indeptedness, if not sooner paid, due all and interest, with the balance of indeptedness, if not sooner paid, due |
| TO SECURE to Lender to interest thereon, advanced to secure was never person contained. | the repayment of the indebtedness evidence in accordance nerewith to protest the securit in. Burrower does hereby mortgage, grant an | ed by the facts, with interest mereon, are parties and agreements by of this filter gage; and the performance of the covenants and agreements by of this filter gage; and the performance of the covenants and agreements by of this filter gage. State of Illinois |
| LOT 14 IN M 466 FEET AN OF SECTION | ARY F. BLELSY'S EDGEWOOD ACT | RES, BEING A SURDIVISION OF THE EAST NORTHWEST 1/4 OF THE NORTHWEST 1/4 NORTHWEST 1/4 OF THE THIRD PRINCIPAL RE 12, EAST OF THE THIRD PRINCIPAL RE 1953 AS DOCUMENT NUMBER 15639417, |

PIN# 18-32-106-009

| | antu Pi | LAGRANGE Case |
|--------------------------|--|---------------|
| which has the address of | 10135 W. BOTH PL. (Sirees (herein "Property Addres | • • |
| illinois60525 | (Streets (herein 'Property Address | 27.50 |

Property of Cook County Clerk's Office

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's inferest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect

and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon paymotic of all sums secured by this Mortgage. Lender shall release this Mortgage without charge to Borrower. Borrower

shall pay all costs of recordation, if any

21. Waiver of Homestead. Borrowsi hereby waives all right of homestead exemption in the Property.

| REQUEST FOR NOTICE | OF DEFAULT |
|----------------------|-------------|
| (NY) FORECLOSURE UND | ER SUPERIOR |
| MORTGAGES OR DEEDS | S OF TRUST |

Borrower and Lender request the holder of any mortgage, rieed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's audress set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

Jarob D. Bulthing

MY CO: MISSION EXPIRES Beptember 11, 1989

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

| | JACOB ₂ | J. BULTHUIS | -Borrowe |
|---|--------------------|---|--|
| | Sa | mare of Bultuns | |
| | , | L. BULTHUIS | -Еонгоно |
| STATE OF ILLINOIS, WILL | | County ss | |
| CHARMAINE M. BAKER | | a Notary Public in and for said county and sta | te, do hereby certify that |
| personally known to me to be the same person instrument, appeared before me this day in person | (s) whose name(s | NIS. s) are subject that _ the y signed and delivered the said inst | scribed to the foregoing rument as free voluntary |
| act, for the uses and purposes therein set forth. Given under my hand and official seal, this | 3rd | day ofMAY | |
| My Commission expires: | | Charles in Sales | · |
| | | | C. |
| | | Charmaine M. Baker | , i |

interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Bor 'ower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the

terms of any mortgage, deed of trust or other security agreement with a lien which has prio ity over this Mortgage.

10. Borrower Not Released; Forhearance by Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend tim. To payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Porrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall increase, the respective successors and assigns of Lender and Borrower, subject to the provisions of partigraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but coes not execute the Note, (a) is co-signing this Mortgage only to inortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such marice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provider therein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this

Mortgage shall be deemed to have been given to Borrower or Lende, when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal Law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys" fees" include all sums to the extent not promoted by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation

hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under 2.19 home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender, Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in a sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior whiten consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender it enercise

is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these earns prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach of property the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other detense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclosure this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

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